

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																								
CONVEYING PARTY DATA																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Metaldyne Corporation</td> <td></td> <td>10/16/2009</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Metaldyne Company LLC</td> <td></td> <td>10/16/2009</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Metaldyne Sintered Components, LLC</td> <td></td> <td>10/16/2009</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>NC-M Chassis Systems, LLC</td> <td></td> <td>10/16/2009</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Metaldyne Machining and Assembly Company, Inc.</td> <td></td> <td>10/16/2009</td> <td>CORPORATION: MICHIGAN</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	Metaldyne Corporation		10/16/2009	CORPORATION: DELAWARE	Metaldyne Company LLC		10/16/2009	LIMITED LIABILITY COMPANY: DELAWARE	Metaldyne Sintered Components, LLC		10/16/2009	LIMITED LIABILITY COMPANY: DELAWARE	NC-M Chassis Systems, LLC		10/16/2009	LIMITED LIABILITY COMPANY: DELAWARE	Metaldyne Machining and Assembly Company, Inc.		10/16/2009	CORPORATION: MICHIGAN	
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CORRESPONDENCE DATA																									
Fax Number: (312)862-2200 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																									

CH \$140.00 3056356

900145864

TRADEMARK
REEL: 004082 FRAME: 0557

Phone: 312-862-6371
Email: renee.prescan@kirkland.com
Correspondent Name: Renee Prescan
Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	10313-6 RMP_CK
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NAME OF SUBMITTER:	Renee M. Prescan
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Signature:	/Renee M. Prescan/
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Date:	10/21/2009
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Total Attachments: 8

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of this 16th day of October, 2009 (the "Effective Date"), by and among Metaldyne Corporation, a Delaware corporation, Metaldyne Company LLC, a Delaware limited liability company, Metaldyne Sintered Components, LLC, a Delaware limited liability company, NC-M Chassis Systems, LLC, a Delaware limited liability company, Metaldyne Machining and Assembly Company, Inc., a Michigan corporation (collectively, "Assignors" and each, individually, an "Assignor"), and Metaldyne, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignors are the sole and exclusive owner of the entire right, title and interest in and to the United States trademark registrations and trademark applications set forth on Schedule A attached hereto and the foreign trademark registrations and trademark applications set forth on Schedule B attached hereto, together with all goodwill associated with any of the foregoing (collectively, the "Marks"); and

WHEREAS, Assignee wishes to acquire from Assignors, and Assignors wish to assign to Assignee, the entire right, title and interest in and to the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer and set over to Assignee, the entire right, title and interest in and to the Marks, for the United States and for all applicable foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any applicable foreign country, now or hereafter in effect, together with all goodwill associated with any of the foregoing, and together with all income, royalties or payments accrued, due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same, in each case, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.

Assignors hereby request the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignors shall use commercially reasonable efforts to provide to Assignee, its successors, assigns and other legal representatives, all such cooperation and assistance at Assignee's request and expense to the extent any out-of-pocket costs are incurred by Assignee (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney and other documentation) to more fully and effectively effectuate the purposes of this Assignment, including, without

limitation, with respect to: (i) Assignee's preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) Assignee's prosecution or defense of any interference, opposition, infringement, dilution or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the rights assigned herein and this Assignment; (iii) Assignee's attempts to obtain any additional trademark protection relating to rights assigned herein that may be secured under the laws now or hereafter in effect in the United States or in any other country; and (iv) the implementation or perfection of this Assignment by Assignee in all applicable jurisdictions throughout the world.

This Assignment shall be governed by, and construed and enforced in accordance with, chapter 11 of title 11 of the United States Code, §§ 101, et. seq. (as amended, the "Bankruptcy Code") and, to the extent not inconsistent with the Bankruptcy Code, the laws of the State of New York, without regard to the conflicts of law rules of such state, other than Section 5-1401 of the New York General Obligations Law.

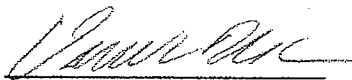
This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument, and shall become effective when one or more counterparts have been signed by any Assignor and delivered to Assignee. Delivery of an executed signature page to this Assignment by facsimile or other electronic transmission shall be as effective as delivery of a manually executed counterpart to this Assignment.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

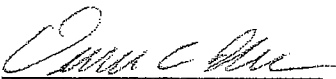
ASSIGNOR:

Metaldyne Corporation

By: 
Name: David L. McKee
Title: General Counsel and Secretary

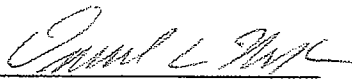
ASSIGNOR:

Metaldyne Company LLC

By: 
Name: David L. McKee
Title: General Counsel and Secretary

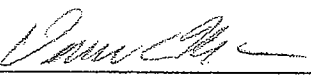
ASSIGNOR:

Metaldyne Sintered Components, LLC

By: 
Name: David L. McKee
Title: General Counsel and Secretary

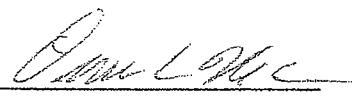
ASSIGNOR:

NC-M Chassis Systems, LLC

By: 
Name: David L. McKee
Title: General Counsel and Secretary

ASSIGNOR:

Metaldyne Machining and Assembly Company, Inc.

By: 
Name: David L. McKee
Title: General Counsel and Secretary

ASSIGNEE:

Metaldyne, LLC

By: _____
Name: _____
Title: _____


ASSIGNOR:

Metaldyne Machining and Assembly Company, Inc.

By: _____
Name: _____
Title: _____

ASSIGNEE:

Metaldyne, LLC

By:  _____
Name: Jerry Moulton
Title: Vice President & Secretary


SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Serial No./ Filing Date	Registration No./ Registration Date	Owner
HS150	78/349156 1/8/2004	3056356 1/31/2006	Metaldyne Sintered Components, LLC
METALDYNE	76/184235 12/21/2000	3023982 12/6/2005	Metaldyne Company LLC
METALDYNE	76/184237 12/21/2000	3023984 12/6/2005	Metaldyne Company LLC
METALDYNE	76/184236 12/21/2000	3023983 12/6/2005	Metaldyne Company LLC
METALDYNE SUSPENSION SYSTEM	77/121153 3/2/2007		NC-M Chassis Systems, LLC

SCHEDULE B**FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademark	Country	Serial No./ Filing Date	Registration No./ Registration Date	Owner
DAMPOLATOR	Community Trademark	6393656 10/15/2007	6393656 9/30/2008	Metaldyne Company LLC
HS150	France	043300917 7/1/2004	043300917	Metaldyne Sintered Components, LLC
HS150	Germany	30439316.9 7/8/2004	30439316 3/10/2005	Metaldyne Sintered Components, LLC
HS150	Germany	30437324.9 6/29/2004	30437324 3/21/2005	Metaldyne Sintered Components, LLC
HS150	South Korea	40-2004-31047 7/8/2004	636455 10/26/2005	Metaldyne Sintered Components, LLC
METALDYNE	Brazil	823581217 2/20/2001	823581217 2/23/2008	Metaldyne Corporation
METALDYNE	Canada	1092598 2/13/2001	TMA671836 8/31/2006	Metaldyne Corporation
METALDYNE	Canada	1092597 2/13/2001	TMA588257 8/27/2003	Metaldyne Corporation
METALDYNE	Canada	1092599 2/13/2001	TMA593388 10/29/2003	Metaldyne Corporation
METALDYNE	China	5091371 12/29/2005	5091371 12/28/2008	Metaldyne Corporation
METALDYNE	China	5091373 12/29/2005	5091373 12/28/2008	Metaldyne Corporation
METALDYNE	China	5091372 12/29/2005	5091372 1/14/2009	Metaldyne Corporation
METALDYNE	China	5091370 12/29/2005	5091370 8/28/2009	Metaldyne Corporation
METALDYNE	Community Trademark	2095594 2/19/2001	2095594 7/18/2002	Metaldyne Corporation
METALDYNE	Japan	2008-001711 1/15/2008	5159771 8/15/2008	Metaldyne Company LLC

Trademark	Country	Serial No./ Filing Date	Registration. No./ Registration. Date	Owner
METALDYNE	Mexico	479081 3/16/2001	703740 6/22/2001	Metaldyne Corporation
METALDYNE	Mexico	479080 3/16/2001	810538 10/22/2003	Metaldyne Corporation
METALDYNE	Mexico	479079 3/16/2001	787833 4/24/2003	Metaldyne Corporation
METALDYNE	Mexico	479082 3/16/2001	776523 1/31/2003	Metaldyne Corporation
METALDYNE	Mexico	479078 3/16/2011	787832 4/24/2003	Metaldyne Corporation
METALDYNE	South Korea	40-2005- 38201 8/16/2005	687156 11/27/2006	Metaldyne Corporation
METALDYNE	South Korea	40-2002- 47706 10/17/2002	591303 8/26/2004	Metaldyne Corporation
METALDYNE & DESIGN 	Community Trademark	2067288 1/31/2001	2067288 8/7/2002	Metaldyne Corporation
ONE SOURCE. INFINITE SOLLUTIONS.	Community Trademark	566067 6/18/1997	566067 11/26/1998	Metaldyne Machining and Assembly Company, Inc.